

State of Hawaii  
Department of Land and Natural Resources  
Division of Conservation and Resources Enforcement  
Honolulu, Hawaii

April 24, 2009

Board of Land and  
Natural Resources  
Honolulu, Hawaii

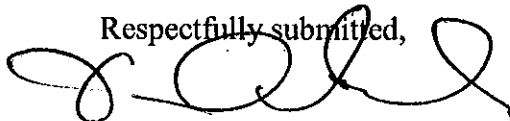
RE: Request Board Approval to Enter Into a Memorandum of Agreement between the Department of Land and Natural Resources, Division of Conservation and Resources Enforcement, and the Department of Justice, Drug Enforcement Administration

The purpose of this agreement is to provide additional funding to DLNR to defray costs associated with the Domestic Cannabis Eradication activities statewide. These eradication efforts are designed to eliminate marijuana cultivation in pristine natural habitats, reduce impacts to wildlife, and to prevent clear cutting of state land. Flight operations associated with marijuana surveillance and eradication also affords DLNR with the only opportunity to over fly and evaluate large tracks of otherwise inaccessible land. Monies received from the U.S. Department of Justice will pay for helicopter flight time, equipment, overtime, training, meals and other related expenses.

RECOMMENDATION:

The Division of Conservation and Resources Enforcement recommends approval of this Agreement and asks that the Chairperson be authorized to sign the agreement and accept funds made available through this agreement, provided that the Attorney General's Office first approve the content of the agreement or make substantive changes to the agreement in order to meet all State requirements.

Respectfully submitted,



DAVID L. GAUD  
Acting Enforcement Chief

APPROVED FOR SUBMITTAL:



LAURA H. THIELEN, Chairperson  
Board of Land & Natural Resources



Agreement Number: 2009-64

This Agreement is entered into between the **DEPARTMENT OF LAND & NATURAL RESOURCES** hereinafter referred to as **DLNR** and the **DRUG ENFORCEMENT ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF JUSTICE**, hereinafter referred to as **DEA**, in reference to the following:

There is evidence that trafficking in controlled substances exists and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the *State of HAWAII*. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating illicit cannabis plants and in the investigation and prosecution of cases before the courts of the United States and the courts of the *State of HAWAII* involving controlled substances. DEA, pursuant to the authority of 21 U.S.C. § 873, proposes to provide certain necessary funds and **DLNR** is desirous of securing funds.

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties hereto have agreed as follows:

1. **DLNR** will, with its own law enforcement personnel and employees, as hereinafter specified, perform the activities and duties described below:
  - a. Gather and report intelligence data relating to the illicit cultivation, possession and distribution of cannabis.
  - b. Investigate and report instances involving the trafficking in controlled substances.
  - c. Provide law enforcement personnel for the eradication of illicit cannabis located within the *State of HAWAII*.
  - d. Arrest and bring to prosecution defendants charged with violation of the controlled substance laws.
  - e. Send required samples of eradicated cannabis to the NIDA Marijuana Potency Monitoring Program.
2. It is understood and agreed by the parties to this Agreement that the activities described in Sub-paragraphs a, b, c, d, and e above shall be accomplished with existing personnel and that the scope of **DLNR**'s program with respect to those activities by such personnel shall be solely at **DLNR**'s discretion, subject to appropriate limitations contained in the budget adopted by **DLNR**.
3. DEA will pay to **DLNR** Federal funds in the amount of **FOUR HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$475,000.00)** for the period of JANUARY 1, 2009 TO DECEMBER 31,

2009 to defray costs relating to the eradication and suppression of illicit cannabis. **DLNR** explicitly understands and agrees that Federal funds provided to **DLNR** under this Agreement may not be used to defray costs relating to herbicidal eradication of cannabis without the advance written consent of DEA. While using the Federal funds provided to **DLNR** under this Agreement for activities on Federal land, **DLNR** agrees to notify the appropriate local office of the U.S. Department of Agriculture (Forest System) (national forests and national grasslands) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, Bureau of Reclamation) of **DLNR**'s presence on Federal land.

4. The Federal funds provided to **DLNR** are primarily intended for payment of deputies'/officers' overtime, and reserve officers' salaries and overtime while those deputies and officers are actively engaged in the cannabis eradication process, as well as for per diem as appropriate and other direct costs related to the actual conduct of cannabis eradication, such as rental of equipment and vehicles, fuel for vehicles and aircraft, and minor repairs and maintenance necessitated by their use to support cannabis eradication. These Federal funds are not intended primarily for the purchase of equipment or supplies. Unless specifically itemized in the operational plan and approved in advance, expenditures for expendable and non-expendable equipment should not normally exceed 10% of the total Federal funds awarded. All purchases of property having a useful life of one year or more with an acquisition cost of \$300.00 or more per unit or an aggregate cost of \$1,000.00 or more require the advance approval of the Domestic Cannabis Eradication/Suppression Program (DCE/SP) coordinator, unless specifically itemized in the operational plan and approved by DEA.

5. In compliance with Section 623 of Public Law 102-141, **DLNR** agrees that no amount of these funds shall be used to finance the acquisition of goods or services (including construction services) unless **DLNR**:

- (a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of Federal funds that will be used to finance the acquisition; and
- (b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to procurements for goods or services (including construction services) that have an aggregate value of \$500,000 or more.

6. If DEA approves the purchase of supplies (all tangible personal property other than "equipment" as defined by 28 C.F.R. § 66.3), and there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or projects, **DLNR** shall compensate DEA for DEA's share.

7. If DEA approves the purchase of equipment (tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000.00 or more per unit) for the use of **DLNR** personnel engaged in cannabis eradication under this Agreement, **DLNR** will use, manage, and dispose of the equipment in accordance with State laws and procedures.

8. Payment by DEA to **DLNR** will be in accordance with a schedule determined by DEA and said payment will be made pursuant to the execution by **DLNR** of a Standard Form SF-270, Request for Advance or Reimbursement, and receipt of same by DEA. However, no funds will be paid by DEA to **DLNR** under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to **DLNR** during the periods of previous Agreements for this same purpose. These expenditures will be reported on a Standard Form SF-269, Financial Status Report, and a December Monthly Accounting Form.

9. It is understood and agreed by **DLNR** that, in return for DEA's payment to **DLNR** of Federal funds, **DLNR** will comply with all applicable Federal statutes, regulations, guidance, and orders, including OMB Circular A-102 (administrative requirements), OMB Circular A-87 (cost principles, codified at 2 C.F.R. Part 225), OMB Circular A-133 (audit requirements), 28 C.F.R. Part 66 (grants management common rule), 2 C.F.R. § 2867 (non-procurement suspension & debarment), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule), and DOJ Order 2900.8A (June 20, 1990). The Financial Guide published by the office of the Comptroller, Office of Justice Programs, U.S. Department of Justice contains helpful information regarding compliance requirements.

10. **DLNR** agrees to comply with the requirements of OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. In conjunction with the beginning date of the award, the audit report period of **DLNR** under the single audit requirement is (01/1/2009) through (12/31/2009).

11. **DLNR** acknowledges that arrangements have been made for any required financial and compliance audits, and audits will be made within the prescribed audit reporting cycle. **DLNR** understands that failure to furnish an acceptable audit as determined by the cognizant Federal agency may be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **DLNR** to payment by reimbursement on a cash basis.

12. **DLNR** shall maintain complete and accurate reports, records and accounts of all obligations and expenditures of DEA funds under this Agreement in accordance with generally accepted government accounting principles and in accordance with state laws and procedures for expending and accounting for its own funds. **DLNR** shall further maintain its records of all obligations and expenditures of DEA funds under this Agreement in accordance with all instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

13. **DLNR** shall permit and have available for examination and auditing by DEA, the United States Department of Justice Office of Inspector General, the Government Accountability Office, and any of their duly authorized agents and representatives, any and all investigative reports, records, documents, accounts, invoices, receipts and expenditures relating to this Agreement. In addition, **DLNR** will maintain all such foregoing reports and records for three years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.

14. **DLNR** agrees that an authorized officer or employee will execute and return to the Investigative Support Section (OMS), Drug Enforcement Administration, 8701 Morrisette Drive, Springfield, VA 22152, the attached OJP Form 4061/6, "Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug Free Workplace Requirements" and the attached OJP Form 4000/3, "Assurances." **DLNR** acknowledges that this Agreement will not take effect and that no Federal funds will be awarded by DEA until DEA receives the completed Certifications and Assurances.
15. Employees of **DLNR** shall at no time be considered employees of the United States Government or DEA for any purpose, nor will this Agreement establish an agency relationship between **DLNR** and DEA.
16. **DLNR** shall be responsible for the acts or omissions of **DLNR** personnel. **DLNR** and **DLNR's** employees shall not be considered as the agent of any other participating entity. Nothing herein is intended to waive or limit sovereign immunity under federal or state statutory or constitutional authority. This Agreement creates no liability on the part of the DEA, its agents or employees, or the United States Government for any claims, demands, suits, liabilities or causes of action of whatever kind and designation, and wherever located in the *State of HAWAII* resulting from the DCE/SP funded by DEA.
17. **DLNR** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.
18. Within sixty (60) days after termination of the Agreement, **DLNR** will prepare a December Monthly Accounting Form and a Standard Form 269 Financial Status Report (SF-269), itemizing the breakdown of final expenditures. The December Monthly Accounting Form and the SF-269, along with a refund check, payable to DEA for any unexpended funds which were advanced by DEA pursuant to this Agreement, will be returned to DEA.
19. Upon submission of the SF-269 and December Monthly Accounting Form to the Investigative Support Section (OMS) for the preceding year, a copy of the general ledger and the underlying supporting documentation reflecting the expenditures for equipment in excess of \$5,000 and the expenses associated with the rental or leasing of vehicles or aircraft must be attached.
20. The duration of this Agreement shall be as specified in Paragraph 3. This Agreement may be terminated by either party for good cause shown after thirty days written notice to the other party. All obligations that are outstanding on the above prescribed termination date or on the date of any thirty (30) day notice of termination shall be liquidated by the **DLNR** within sixty (60) days thereof, in which event DEA will only be liable for obligations incurred by the **DLNR** during the terms of this Agreement. In no event shall **DLNR** incur any new obligations during the period of notice of termination. **DLNR** shall return to DEA all unexpended funds forthwith after the sixty (60) days liquidation period.

## THE DEPARTMENT OF LAND &amp; NATURAL RESOURCES

By: \_\_\_\_\_

Title: Chairperson

Date: \_\_\_\_\_

## DRUG ENFORCEMENT ADMINISTRATION

By: \_\_\_\_\_

Date: \_\_\_\_\_

Special Agent in Charge  
Los Angeles Field Division

**DEA DIVISIONAL FISCAL CLERK MUST INPUT INTO FFS**

ACCOUNTING CLASSIFICATION/OBLIGATION NO.:

09A-

FFS INPUT DATE: \_\_\_\_\_, BY: \_\_\_\_\_

**TO BE FILLED OUT BY HEADQUARTERS:****APPROVAL FOR PAYMENT**

This is to verify that all of the administrative determinations have been made, that the payment is legal, proper, correct and approved for payment.

Amount:	<u>\$475,000.00</u>
Obligation Doc No.	<u>See Above</u>
Line No.	_____
Signature	_____
Printed Name /Title	<u>Scott Hoernke - Acting Chief, Investigative Support Section</u>
Date Approved	_____

# REQUEST FOR ADVANCE OR REIMBURSEMENT

(See instructions on back)

OMB APPROVAL NO.

0348-004

PAGE

OF

1

2

PAGES

1. TYPE OF  
PAYMENT  
REQUESTED

a. "X" one or both boxes

☒ ADVANCE

☐ REIMBURSE-  
MENT

b. "X" the applicable box

☐ FINAL

☐ PARTIAL

2. BASIS OF REQUEST

☐ CASH

☐ ACCRUAL

3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT  
TO WHICH THIS REPORT IS SUBMITTED  
DRUG ENFORCEMENT ADMINISTRATION

4. FEDERAL GRANT OR OTHER  
IDENTIFYING NUMBER ASSIGNED  
BY FEDERAL AGENCY

2009-64

5. PARTIAL PAYMENT REQUEST  
NUMBER FOR THIS REQUEST

6. EMPLOYER IDENTIFICATION  
NUMBER

99-0266-119

7. RECIPIENT'S ACCOUNT NUMBER  
OR IDENTIFYING NUMBER

N/A

8. PERIOD COVERED BY THIS REQUEST

FROM (month, day, year)

JANUARY 1, 2009

TO (month, day, year)

DECEMBER 31, 2009

9. RECIPIENT ORGANIZATION

Name:

Number  
and Street:

N/A

City, State  
and ZIP Code:

Name:

DEPARTMENT OF LAND & NATURAL  
RESOURCES

Number  
and Street:

C/O DEA  
300 ALA MOANA BLVD., ROOM 3129  
HONOLULU, HAWAII

City, State  
and ZIP Code:

## 11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ACTIVITIES		(a) Original Letter of Agreement	(b)	(c)	TOTAL
a. Total program outlays to date	(As of date)	\$ 475,000.00	\$	\$	\$ 475,000.00
b. Less: Cumulative program income					0.00
c. Net program outlays (Line a minus line b)		475,000.00	0.00	0.00	475,000.00
d. Estimated net cash outlays for advance period					0.00
e. Total (Sum of lines c & d)		475,000.00	0.00	0.00	475,000.00
f. Non-Federal share of amount on line e					0.00
g. Federal share of amount on line e		475,000.00			475,000.00
h. Federal payments previously requested					0.00
i. Federal share now requested (Line g minus line h)		475,000.00	0.00	0.00	475,000.00
j. Advances required by month, when requested by Federal grantor agency for use in making prescheduled advances	1st month	475,000.00			475,000.00
	2nd month				0.00
	3rd month				0.00

## 12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

a. Estimated Federal cash outlays that will be made during period covered by the advance	\$
b. Less: Estimated balance of Federal cash on hand as of beginning of advance period	
c. Amount requested (Line a minus line b)	\$ 0.00

AUTHORIZED FOR LOCAL REPRODUCTION

(Continued on Reverse)

STANDARD FORM 270 (Rev. 7-97)  
Prescribed by OMB Circulars A-102 and A-110

knowledge and belief the data on the reverse are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.

TYPED OR PRINTED NAME AND TITLE

Laura H. Thielen

Chairperson, Board of Land & Natural Resources

SUBMITTED

TELEPHONE (AREA CODE, NUMBER AND EXTENSION)

(808)587-0400

space for agency use

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0004), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

### INSTRUCTIONS

Please type or print legibly. Items 1, 3, 5, 9, 10, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

- | Item | Entry  |
|------|--|
| 2    | Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis.  |
| 4    | Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement. |
| 6    | Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency.   |
| 7    | This space is reserved for an account number or other identifying number that may be assigned by the recipient.  |
| 8    | Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested.  |

Note: The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports.

- 11 The purpose of the vertical columns (a), (b), and (c) is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or

- | Item | Entry   |
|------|---|
|      | activity. If additional columns are needed, use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page.  |
| 11a  | Enter in "as of date," the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contracts, subgrantees and other payees. |
| 11b  | Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement.  |
| 11d  | Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance.  |
| 13   | Complete the certification before submitting this request.  |



# Memorandum



Subject

Electronic Funds Transfer  
(DFN: 610-13)


Date

FEB 18 2009

To

All Domestic Cannabis Eradication/  
Suppression Program (DCE/SP)  
Participating Agencies

From

Scott W. Hoernke   
Acting Chief  
Investigative Support Section

Funding for the Domestic Cannabis Eradication/Suppression Program (DCE/SP) is only available by electronic transfer. Funds will be transferred directly into the Letter of Agreement (LOA) agency bank account. In order to process electronic transfers the following information must be provided below:

Agency Name on Bank Account: Director of Finance, State of Hawaii

Account Number: 01-0000497

Name of Bank/Financial Institution: First Hawaiian Bank

Address of Bank/Financial Institution: P. O. Box 1959, Honolulu, HI 96805

Telephone Number of Bank/Financial Institution: (808) 844-3399

Contact Person of Bank/Financial Institution: \_\_\_\_\_

Bank/Financial Institution ABA Number: 121301015

Laura H. Thielen  
Chairperson, Board of Land & Natural Resources

Authorized Agency Representative – Name & Title

\_\_\_\_\_  
Signature of Authorized Agency Representative

\_\_\_\_\_  
Date



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

#### DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

#### 1. Grantee Name and Address:

Department of Land & Natural Resources  
1151 Punchbowl Street, Room 311  
Honolulu, HI 96813

#### 2. Application Number and/or Project Name

#### 3. Grantee IRS/Vendor Number

Domestic Cannabis Eradication/Suppression Program (DCE/SP)

#### 4. Typed Name and Title of Authorized Representative

5. Signature **Laura H. Thielen, Chairperson**  
**Board of Land & Natural Resources**

6. Date



## ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-87, A-110, A-122, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information may be required.
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally - assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, as amended December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
13. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Signature Laura H. Thielen, Chairperson  
Board of Land & Natural Resources

Date \_\_\_\_\_